

U.S. Department of Justice
 Washington, DC 20530

**Exhibit A to Registration Statement
 Pursuant to the Foreign Agents Registration Act of
 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Ms. Nina Jankowicz	2. Registration Number 7192
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3. Primary Address of Registrant
 1405 S Fern St #547, Arlington, VA 22202

4. Name of Foreign Principal Centre for Information Resilience	5. Address of Foreign Principal International House, 24 Holborn Viaduct London, United Kingdom UNITED KINGDOM EC1A 2BN
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6. Country/Region Represented
 UNITED KINGDOM

7. Indicate whether the foreign principal is one of the following:

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (*specify*) _____
- Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
- b) Name and title of official with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Non-profit social enterprise focused on countering disinformation, documenting human rights abuses, and combating online harms against women and minorities

b) Is this foreign principal:

- | | |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

Item 10(b) Financed: CIR is financed in part by grants from the UK Government, including the Foreign, Commonwealth, and Development Office.

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

CIR is a non-profit social enterprise founded and directed by a UK citizen, Adam Rutland, and a dual UK-US national, Ross Burley.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

18 Nov 2022

Nina M. Janowicz



U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Ms. Nina Jankowicz

2. Registration Number
7192

3. Name of Foreign Principal
Centre for Information Resilience

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 09/29/2022
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Jankowicz works regularly via online communication platforms with CIR employees based in the UK in order to further the goals of CIR.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Jankowicz supervises research, executes business strategy, oversees the establishment of CIR's research, communicates with the media, and briefs individuals and officials on CIR's research.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Jankowicz interfaced with the media using her CIR affiliation. Those instances are below. From September 29-present, she also engaged on social media (Twitter, LinkedIn, Instagram) as a CIR principal.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
09/23/2022	info-res.org	Website	Announcing joining CIR, work on gender and abuse
09/29/2022	Washington Post	Print	Discuss tools to scrub personal information from internet for online safety
10/20/2022	Connecticut Public Radio	Radio	Discuss online abuse and disinformation
10/23/2022	NPR	Radio	Discuss Russian disinformation in the Ukraine war
10/31/2022	Inkstick Media	Podcast	Discuss online disinformation and abuse
11/08/2022	NPR	Radio	Discuss Russian disinformation ahead of the 2022 midterms
11/11/2022	Radio Free Asia	Print	Quote about G20 condemnation of Russia

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
10/17/2022	CIR	Remuneration for services rendered	\$ 12,115.18
11/17/2022	CIR	Remuneration for services rendered	\$ 12,071.41

\$ 24,186.59

Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes No

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
11/18/2022	Nina Jankowicz	/s/Nina Jankowicz
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

18 Nov 2022

Nina M. Janowicz



Sophias Strategies, LLC, c/o Nina Jankowicz, Founder.

Centre for Information Resilience
International House
24 Holborn Viaduct
London
EC1A 2 BN

Dear Nina,

- This engagement letter (“Letter of Engagement”) between you, Nina Jankowicz, as the Consultant and the Centre for Information Resilience C.I.C (“CIR”) together with the Terms of Reference at Annex 1, the General Terms and Conditions at Annex 2 and the Statement of Compliance at Annex 3 constitute the entire agreement between the parties whereby the Consultant will provide the services set out in the Terms of Reference. In the event of and only to the extent of any conflict between the various parts of the Agreement, the order of priority shall be as follows: (i) special conditions; (ii) Letter of Engagement, (iii) General Terms and Conditions, (iv) Terms of Reference. In respect of the General terms and Conditions these must be considered and applied at all times as an integral part of the Contract.

- **“Services”** means:

The Consultant will work with the CIR team to undertake the tasks outlined in the Terms of Reference;

In undertaking the Services the Consultant will be contractually responsible to CIR for the appropriateness, quality and timeliness of the work done. Day to day tasking, and the completion and agreement of deliverables will be a matter for the Consultant to handle with the nominated representative of CIR, Adam Rutland, or their nominate substitute

- **Remuneration**

Remuneration for this contract is input based plus Reimbursable Expenses (See clause 4 below) calculated as follows:

The day rate of £450 per day, for 12 months plus VAT/GST (if applicable) for the consultant’s time properly occupied in or in connection with the Services during the Duration, agreed before the event with the Project Director and accurately recorded in a timesheet using CIR’s agreed timesheet template.

We assume a five-day working week and an eight-hour working day, unless agreed otherwise with CIR, and one day travel per overseas visit.

- **Reimbursable Expenses:**

CIR shall reimburse the Consultant for reasonable out of pocket expenses for travel, accommodation, subsistence and incidental expenses incurred directly in the provision of the Services and agreed in advance with the Project Director, and only where supported by receipts

or other such written support for the expenditure. All hotel receipts, actually used air tickets and boarding passes MUST be retained and submitted along with invoices to CIR.

For clarification, CIR will reimburse the adviser for the cost of travel (economy flights, airport transfers, in-country transport), subsistence, accommodation and visas incurred by the Consultant during the provision of the Services overseas, in line with the provisions set out in CIR's HR Handbook. Originals of receipt must be retained and provided to CIR upon request. Failure to provide receipts may result in the inability of CIR to reimburse all or part of expenses incurred, or may require the company to deduct the amounts involved from a subsequent payment if absence of the receipts has prevented CIR from receiving payment from its client.

Itemised expenses must be submitted to CIR as a sub-section of the Consultant's Invoice (see general terms and conditions), with receipts attached as an Annex. In the event the expense is incurred in a different currency to the currency of payment of the Remuneration (in section 3 above), the Consultant must use XE (www.xe.com) to convert the expense into the applicable currency using the rate from the date on which the expense was incurred.

- **Duration**

It is anticipated that the Consultant will be required to carry out the Services from 5th September 2022 until 5th September 2023 or until such other later date as may be agreed in writing between the Parties. An input of 5 days per week is anticipated, as specified in the Terms of Reference.

Either party may terminate this Letter of Engagement at any time in accordance with clause 12 of the General Terms and Conditions. CIR and the Consultant shall agree any further term giving the Consultant a minimum of 14 days notice. The General Terms and Conditions shall continue to apply to any new or extended contract agreed between CIR and the Consultant.

- **Contact details**

"Project Director" means Adam Rutland or such person that may be named in their place by CIR

- **Additional Requirements**

- By signing this letter of engagement, the Consultant agrees to accept CIR's Consultant General Terms and Conditions as set out in Annex 2.

For an on behalf of the Centre for Information Resilience

Ross Burley

29/09/2022

I confirm that I have read, understood and agree to the terms and conditions of this agreement

Nina Jankowicz

29/09/2022

Annex 1 Terms of Reference: Vice President, U.S.

About the Role

The Centre for Information Resilience is a UK based, independent, non-profit social enterprise. We counter disinformation, expose human rights abuses through open source and combat online harms targeting women and minorities.

We have established ourselves as a trusted, innovative NGO among UK media and policymakers. We work frequently with UK government colleagues to help in the areas above. We are now looking for an experienced disinformation expert to raise our profile among policymakers, media and potential donors based in the United States. This is a key role in a growing organisation. You will work closely with the co-founders and will be a leadership figure – mentoring and leading more junior members of the organisation.

We require a self-starter, comfortable with taking the initiative and seizing opportunities. You will be adept at briefing senior policymakers and talking to US media organisations, both on and off the record.

You will be ambitious to build networks, with a focus on government, congress, tech and philanthropic organisations. Helping CIR to secure funding – through grants / donations will be a priority. Should you be successful, designing and building up a larger CIR team based in the US will be encouraged / supported.

As well as the outward facing aspects of the role, you will be a valued researcher, able to help talented researchers develop methodologies / investigations to counter disinformation. We require an outstanding communicator, able to explain complex, difficult subjects into easy to understand written and spoken language.

Specific tasks will include:

- Provide leadership in the delivery of investigations, including providing technical inputs into, and quality assurance of, research methodologies, activities and outputs – ensuring CIR research is delivered to time, budget and in line with client/CIR quality and ethical standards
- Identify and take forward business development opportunities, including developing project bids/proposals and client presentations
- Act as an ambassador for CIR on the Hill, within the Federal Government, media, among tech companies / Silicon Valley, on “K Street”, and among potential philanthropic organisations. Identify and build relationships within those groups, prioritizing who you think will provide greatest impact for a) raising awareness of CIR and b) providing funding for CIR – keeping co-founders aware of activities through regular updates
- Act as a spokesperson for CIR, appearing on US media organisations, in consultation with the Head of Media / co-founders. Develop relationships with key US outlets, and advise the Head of Media on where specific investigations may land / be appropriate for partnerships

Person Specification

Essential Criteria:

- Excellent written and verbal communication skills, including the ability to translate technical terminology for lay audiences and to produce clear, concise language
- Established outstanding credentials in identifying and exposing disinformation and influence operations; a record working with governments / multilateral institutions or the media to identify or counter disinformation
- Excellent stakeholder and relationship management skills
- Significant experience with media, including experience with live broadcasts

- Strong research experience – able to design methodologies and lead research teams.

Management arrangements

This role will report to the Co-Founders.

Annex 2: General Terms and Conditions

October 2020

**CENTRE FOR INFORMATION RESILIENCE
CONSULTANT GENERAL TERMS AND CONDITIONS**

Interpretation of this Agreement

Any capitalised terms used but not defined herein shall have the meaning given to them in the Letter of Engagement.

IT IS AGREED between Centre for Information Resilience C.I.C, together with its affiliates, ("CIR") and the Consultant as follows:

PROVISION OF SERVICES

The Consultant agrees to provide CIR with the Services. All time spent is to be agreed before the event with the Project Director.

The Consultant confirms that the content of his/her curriculum vitae is factually correct and does not misrepresent the Consultant's suitability to carry out the Services.

The Consultant confirms that he/she has provided true and accurate information to CIR to enable CIR to carry out thorough background screening procedures on the Consultant in accordance with its own policies and any applicable Client vetting procedures and the Consultant warrants that it will inform the Project Director as soon as practicable if the Consultant becomes aware of any information during provision of the Services that could reasonably cause further background screening processes to be carried out.

The Consultant undertakes to carry out the Services to at least the minimum, standard of care and technical and professional expertise required by a reputable international management consultancy. The Consultant warrants that he/she is appropriately qualified, experienced and in a suitable physical condition to carry out the Services.

The Consultant recognises that in carrying out the Services, he/she is doing so as a representative of CIR. As such, the Consultant shall ensure that at all times he/she acts properly and professionally in performing the Services and does not do anything that could damage the reputations of CIR or the Client.

The Consultant shall be available to work at such times as are agreed between the Consultant and the Project Director, from time to time, to properly perform the Services.

The Consultant acknowledges and understands that by entering into this Agreement, any further work for CIR is not guaranteed after the Services are completed.

In circumstances where the Consultant is unable to continue to perform the Services, the parties may agree to appoint a suitable qualified, vetted and skilled substitute to perform the Services on the Consultant's behalf ("The Substitute"). In such circumstances, the Substitute shall be provided by the Consultant and required to enter into direct undertakings with CIR, to the same level as detailed in this Agreement, including those relating to confidentiality before any substitution of work is undertaken.

FINANCIAL ARRANGEMENTS

CIR will pay the Consultant fees and reimbursable expenses and/or per diems on the basis as set out in the Letter of Engagement.

INPUT BASED: The Consultant shall submit invoices, along with a timesheet detailing days worked and a record of any reasonable expenses, at the end of each calendar month, or upon any other interval to be agreed with the Project Director. The Consultant shall comply with such other requirements for submitting invoices as CIR may reasonably require for the purposes of complying with any client requirements. CIR will aim to pay the Consultant within 10 working days, and at the latest within 30 days, of the date of submission of such a valid and undisputed invoice.

In the event that invoices are not properly submitted, CIR reserves the right to withhold payment of the invoice. It is the Consultant's responsibility to ensure that all invoices are submitted in a timely manner. Failure to submit an invoice within 3 months following completion of the Services could result in payment being refused by CIR.

TAX

The nature of the relationship between the parties means that the Consultant is responsible for accounting for and making payment to the relevant authorities for any income tax, value added tax (if applicable), national insurance contributions/social security payments, and other such taxes required to be paid within the jurisdiction(s) relevant to the Consultant and this Agreement.

In circumstances where the relevant tax authority deems that income tax and/or other payments need to be paid by CIR on behalf of the Consultant, the Consultant undertakes to indemnify CIR against all costs, expenses and any penalty, fine or interest incurred or payable by CIR in connection with payments made by CIR to the Consultant for his/her performance of the Services detailed in this contract. CIR has the right to withhold any payments due to the consultant, if CIR have become aware of any liabilities for costs, expenses, or any penalty, fine or interest incurred by CIR in connection with or as a consequence of a claim against the consultant directly related to this contract or any previous or subsequent contract between the Consultant and CIR.

The Consultant acknowledges and agrees that they have no entitlement and do not qualify to participate in or receive any employee benefits that CIR extends to its employees.

The relationship between CIR and the Consultant is that of an Independent Consultant, therefore CIR and the Consultant both acknowledge and agree there is no agency, partnership or joint venture between them.

INSURANCE AND LIABILITY

The Consultant shall have Professional Indemnity liability cover, taken out with a reputable provider of such cover and/or shall indemnify CIR for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the consultant (or the substitute) of the terms of this Agreement. For the avoidance of

doubt, this includes any negligent or reckless act, omission or default in the provision of the Services. If requested to do so by CIR, the Consultant must produce a valid document of professional indemnity liability insurance and CIR may specify the amount of liability coverage required under this contract.

In the event the Consultant is providing any part of the Services outside their country of residence, the Consultant shall provide details of their emergency medical insurance coverage by email to the Project Director and any updates to those details as applicable during the provision of the Services.

In the event that CIR is required to incur medical costs on behalf of the Consultant due to the Consultant's medical and/or travel insurance not providing adequate cover, he/she undertakes to reimburse CIR for all associated costs.

- The Consultant shall be responsible for conducting an assessment of the risks to their own health and safety associated with the performance of the Services. The Consultant takes full responsibility for the risk assessment and the risks he/she bears, as well as any liabilities arising. CIR hereby disclaims all responsibilities and liabilities whatsoever and howsoever arising, to the fullest extent permitted by law.

EQUIPMENT

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The Consultant will take due care of any CIR equipment that is used by the Consultant during the course of the assignment. The equipment provided remains the property of CIR at all times.

The Consultant shall, unless otherwise agreed with CIR, provide a laptop / PC computer with Microsoft Office and ensure this is equipped with up to date anti-virus software (ensuring virus definitions are always up to date), disk encryption and, if strictly necessary for the purpose of providing the Services, an encrypted memory stick for his or her own use during the Services. The Consultant will take particular care to ensure that no viruses are passed to other persons working on the project or to CIR or to the Client. The Consultant should avoid, whenever possible, the use of public access internet use.

In the event that Consultant uses a mobile telephone for transmitting, storing, accessing or manipulating Project Materials (defined at clause 8.3 below), such device shall be encrypted to ensure security of the data on the mobile device and equipped with up to date anti-virus software.

CONFIDENTIALITY

The Consultant hereby undertakes with CIR that the Consultant will observe the strictest conditions of confidentiality in performing the Services, and shall not divulge or use for purposes other than performing the Services, any material or information (a) relating to the business or affairs of CIR or any staff member or contractor of CIR or any Client of CIR and (b) acquired in the course of performing the Services for the Duration and this undertaking shall survive termination of this Agreement.

In order to ensure that all necessary confidentiality restrictions are complied with, and for the purpose of quality control and consistency in presentation, the Consultant is not permitted to submit to the Client any official documentation including but not limited to reports and project outputs without the prior approval of the Project Director.

The Consultant shall not, except with the prior consent of CIR or as required by law, disclose to any person, firm or company the terms of this Agreement.

Unless otherwise agreed in advance with the Project Director, the Consultant is not permitted to publish any books

or articles, contact the media, give any broadcasts, speeches or lectures, appear on television programmes or participate in outside conferences where such activity relates to the work of CIR and/or the Services and/or information about the Client as relates to the work of CIR or delivery of the Services.

In circumstances where the contract is funded by the UK Government the Consultant should be aware that the Official Secrets Acts 1911 to 1989 may apply to him/her. It is the Consultant's responsibility to ensure they are familiar with and act in accordance with the Act's provisions.

INTELLECTUAL PROPERTY RIGHTS AND RETURN OF MATERIALS

All intellectual property rights in all material (including but not limited to reports, data, and designs whether or not electronically stored) produced by the Consultant in the course of performing of the Services (the "Material") shall be the property of CIR. The Consultant hereby irrevocably assigns to CIR all existing and future intellectual property rights in the Material and all materials embodying these rights to the fullest extent permitted by law together with all accrued rights of action in respect of infringement of such rights. Insofar as they do not vest automatically by operation of law or under this Agreement, the Consultant holds legal title in these rights and inventions on trust for the sole benefit of CIR and shall not transfer them to a third party or encumber them.

To the extent that the Consultant has any rights, including "author's rights", "moral rights" and rights of a similar nature under the laws of any jurisdiction in respect of the Materials and/or all materials embodying such rights that cannot be assigned, the Consultant agrees unconditionally, absolutely, irrevocably, perpetually and in perpetuity to waive enforcement worldwide of such rights against CIR.

The Consultant undertakes to CIR that:

He/she has not given and will not give permission to any third party to use any of the Material nor any of the intellectual property rights in the Material;

He/she is unaware of any use by any third party of any of the Material or intellectual property rights in the Material;

The use of the Material or the intellectual property rights in the Material by CIR will not infringe the rights of any third party;

To keep confidential all Materials and details of their invention whenever requested to do so by CIR and in any event on the termination of this Agreement, promptly to deliver to CIR all correspondence, documents, papers and records on all media (and all copies or abstracts of them) recording or relating to any part of the Materials which are in his/er possession, custody or control;

not to register nor attempt to register any intellectual property rights;

to execute all documents, make all applications, give all assistance and do all acts and things, at the request and expense of CIR at any time during or after the term of this Agreement, as may, in the opinion of CIR, be necessary or desirable to vest any intellectual property rights or register them in the name of CIR and to defend CIR against any claim that any Materials infringes third party rights and otherwise to protect, maintain and enforce the intellectual property rights relating to the Materials, and to permit CIR to represent them in any matter to which there is a claim or other matter to which CIR has an interest and is directly associated with this contract .

For the avoidance of doubt, CIR shall not take ownership of any Consultant background intellectual property that was created by the Consultant independently of the Services ("Consultant Background IP"). To the extent that any Consultant Background IP becomes embedded in any of the Materials, the Consultant hereby grants to CIR, its

affiliates and its Client a world-wide, non-exclusive, irrevocable, royalty-free licence to use the relevant Consultant Background IP for purposes relating directly or indirectly to the objectives set out in the Terms of Reference.

The Consultant agrees to indemnify CIR and keep it indemnified at all times against all or any costs, claims, damages or expenses, including reasonable legal and accounting fees, incurred by CIR, or for which CIR may become liable, with respect to any intellectual property infringement claim or other claim relating to the Material supplied by the Consultant to CIR during the course of providing the Services.

All documents, manuals, hardware and software provided for the Consultant's use by CIR and any data or documents (including copies) produced, maintained or stored on CIR computer systems or other electronic equipment, including equipment owned by the Consultant, remain the property of CIR.

The Consultant acknowledges that no further remuneration or compensation other than that provided for in this Agreement is or may become due to the Consultant in respect of the performance of his or her obligations under this clause 7.

The provisions of this clause 7 shall survive termination of this Agreement howsoever caused.

DATA PROTECTION & DATA SECURITY

The Consultant consents to CIR and its duly authorised agents and employees holding and processing data as both data controller and data processor, both electronically and manually relating to him/her for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" and any "special category data," (as defined in the General Data Protection Regulation) relating to the Consultant including, as appropriate:

information about the Consultant's physical or mental health or condition in order to monitor sick leave and take decisions as to the Consultant's fitness for work;

the Consultant's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; and

information relating to any criminal proceedings in which the Consultant has been involved for screening and insurance purposes and in order to comply with legal requirements and obligations to third parties.

In connection with any of the purposes described herein or any other legitimate processing of personal data, information may be shared with the overseas offices of CIR and/or independent contractors both inside and outside the EEA, subject to such overseas offices/entities being bound by the same data protection standards as the CIR's registered office in the United Kingdom and provided also that such transfer of information is necessary for the relevant purpose. CIR may subsequently use this data to comply with relevant laws such as taxation, the performance of this Agreement and/or any contract with the Client. The Consultant consents to CIR doing so as may be necessary from time to time.

The Consultant shall comply with (and not cause CIR or Client to breach) any applicable data protection legislation in any relevant jurisdiction (including the General Data Protection Regulation). If the Consultant processes any personal data on CIR's (or Client's) behalf the Consultant must (i) process the personal data in accordance with CIR's (or Client's) instructions and (ii) take all appropriate technical and organisational security measures to protect the personal data against any unauthorised or unlawful processing and any accidental loss or destruction of, or damage to, the personal data.

The Consultant shall at all times act with due care and skill to minimise the risk of unauthorised access or damage to, loss, unauthorised disclosure or unauthorised use of the data, software or systems of CIR or the data, software or systems of Client ("Project Materials"). The Consultant shall comply with all IT and data security policies of CIR and any Client data security policy as applicable. In the event of a data breach or suspected data breach relating to the Project Materials, the Consultant shall notify the Project Director as soon as possible and no later than 24 hours of becoming aware of the actual or potential data breach.

The Consultant shall make regular (at a minimum weekly) and secure back-ups of any Project Materials and such back-ups should be saved on the relevant CIR portal or server as applicable upon completion of the project, as set out in CIR's Backup Policy. Upon completion of the project, the Consultant should delete all Project Materials from his or her own laptop, mobile phone and any other electronic device and all hard copies of Project Materials shall be submitted to CIR or immediately destroyed, as per CIR's request.

PROTECTION OF INTERESTS

This Agreement is not intended to and shall not render the Consultant an employee, agent, or partner of CIR and for the duration of this Agreement, the Consultant shall not undertake or offer any contractual services on behalf of CIR with any third party.

The Consultant acknowledges and understands that the avoidance of a conflict of interest with CIR must be avoided at all times. Therefore, the Consultant is required to declare in writing to the Project Director any conflict, or perceived potential conflict of interest, as defined in CIR's Conflict of Interest Policy, at the earliest opportunity.

In circumstances where the Project Director reasonably considers there to be a conflict of interest that cannot be resolved through the implementation of ethical walls, the Consultant accepts and understands that he/she will be prevented from taking on the assignment or project which has given rise to the potential conflict of interest until completion of the Services.

• RESTRICTIVE COVENANTS

- The Consultant acknowledges that in the course of providing the Services the Consultant may obtain information or develop special relationships that could place the Consultant in a position to compete unfairly with CIR. The Consultant therefore undertakes to CIR that during the term of this Agreement and for a period of 6 months following its expiration or earlier termination (howsoever arising), the Consultant will not either on the Consultant's own account or for any other person, firm or company, without obtaining the prior written consent of CIR:-
 - Solicit or canvas in competition with CIR any person, firm or company, including but not restricted to the Client, whose work requirements the Consultant has become aware of or obtained information about directly as a result of provision of the Services;
 - Solicit or endeavour to entice away from CIR any person who was employed or contracted by CIR at any time whilst the Consultant was engaged under this Agreement.
- The Consultant shall at all times immediately refer any and all potential project or assignment enquiries relating to the Services which are raised with him/her from the Client or those associated with the Client to CIR and will not enter into competition with CIR for such work.
- Each of the restrictions in this clause 10 are intended to be separate and severable. If any of the

restrictions shall be held to be void but would be valid if part of their wording were deleted or amended, such restriction shall apply with such deletion and/or amendments as may be necessary to make it valid or effective. The Consultant acknowledges and agrees expressly to the terms contained in this clause 10 and confirms that they do not restrict the Consultants ability to obtain other work in the course of his/her business.

- COMPLIANCE WITH WORKING POLICIES

- The Consultant warrants and represents that it will observe the highest ethical standards during the performance of the Services and will comply with and apply business practices that are in compliance with the CIR Code of Conduct.
- The Consultant will apply zero tolerance to: terrorism or the financing of terrorism; bribery or corruption of any kind; human trafficking or modern slavery; safeguarding and child protection, money laundering, fraud or tax evasion; and discrimination. The Consultant agrees to use reasonable endeavours to give effect to any reasonable request from CIR to adjust working practices for this purpose or otherwise to promote positive social or environmental impact.

- TERMINATION

- Subject to clause 12.2 below, either party may terminate this Agreement prior to expiry of the Duration by giving to the other party not less than 14 working days written notice. For the avoidance of doubt, no notice is required to be provided to confirm completion of the Duration.
- The Consultant will only be entitled to be paid for those days it actually worked during the 14 working day notice period and for which there was an unrescinded agreement from CIR that the Consultant would work.
- Notwithstanding the provisions of clause 12.1 above, CIR may terminate this Agreement with immediate effect and with no liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time the Consultant:
 - commits any gross misconduct affecting the business of CIR and/or the Client;
 - commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of CIR and/or the Client;
 - is convicted of any criminal offence (other than an offence under any road traffic legislation for which a fine or non-custodial penalty is imposed);
 - is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 30 days in any 52 week consecutive period;
 - is certified by a duly qualified medical practitioner that he/she is incapable by reason of any accident or infirmity of mind or body of rendering further efficient and/or proper service in his/her duties;
 - commits any fraud or dishonesty or acts in any manner which in the opinion of the Executive Team of CIR brings or is likely to bring the Consultant or CIR and/or the Client into

disrepute;

- commits any act of unprofessional conduct, discrimination, harassment (sexual or otherwise) against an employee, contractor, officer or any other representative or contact of CIR or the Client;
 - commits any offence under the Bribery Act 2010 and/or gives or offers to give anything of value to a foreign government employee, officer and/or agent, or carries out any other such act or omission which could, in the reasonable belief of CIR, constitute an offence under the Bribery Act 2010 or the Consultant accepts anything of value from a foreign government employee, officer and/or agent in circumstances which, in the reasonable belief of the Company, would place that foreign government, their employee, officer and/or agent in breach of the Bribery Act 2010 or any applicable local laws.
 - commits any act that is determined to be a breach of security or in violation of the security rules set forth by either CIR or any security company contracted to CIR. For the avoidance of doubt, it is the responsibility of the Consultant to keep informed as to changes or updates in the security rules;
 - fails to use equipment for provision of the Services that meets the standards stipulated by CIR as set out in clause 5.2 herein;
 - fails any CIR and/or Client background screening processes;
 - if the Client so requests;
 - is in material breach of this contract.
-
- The rights of CIR under clause 12.2 are without prejudice to any other rights that it might have at law to terminate this Agreement or to accept any breach of this Agreement on the part of the Consultant as having brought the Agreement to an end. Any delay by CIR in exercising its rights to terminate shall not constitute a waiver of these rights.
- HEALTH
 - It is the Consultant's responsibility to ensure they are fit to travel and work and should not take risks that will impact on themselves or the project.
 - The Consultant should notify CIR prior to deployment of any medical conditions that may affect their ability to work effectively.
 - For projects that require medical clearance, Consultants must ensure that such clearance is done through an agency that specialises in face-to face medical evaluations for people deployed to hostile environments and not simply through a regular GP (unless arranged through a specialist agency).
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- SOCIAL MEDIA
 - The Consultant is at all times required to adhere to CIR's policies and practices in relation to the use of social media as set out in CIR's Code of Conduct.

- SURVIVAL
 - The expiration or termination of the Agreement shall not affect any of those provisions which are intended and expressed to apply post termination.

- NOTICE
 - Notices by any party shall be given in writing and may be delivered personally or sent by letter (either by post or by e-mail) addressed to (in the case of CIR) its UK registered office and (in the case of the Consultant) the Consultant's last known address. Any such notice given by letter shall be deemed to have been given at the time at which the letter would be delivered in the ordinary course of post if sent by post and on the date of delivery if transmitted by e-mail.

- DISPUTE RESOLUTION
 - If a dispute arises in relation to or in connection with this Agreement, including any question regarding its existence, validity or termination, the parties will attempt to resolve it by mediation in accordance with the LCIA Mediation Rules before commencing legal proceedings.
 - If the parties fail to resolve any dispute arising out of or in connection with this Agreement through mediation in a period of thirty (30) days from the date that the mediation is initiated, the dispute shall be referred to and finally resolved through arbitration by a sole arbitrator under the Rules of the LCIA, which Rules are deemed to be incorporated by reference into this clause. The seat of the arbitration shall be London.
 - This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law exclusively.

- MISCELLANEOUS
 - No variation or agreed termination of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
 - The Consultant acknowledges that in circumstances where the contract is funded by the UK Government, CIR may be required to comply with the Freedom of Information Act 2000 ("FOIA") and the Consultant agrees to comply with any reasonable instructions of CIR to enable CIR to co-operate with the UK Government on any application under FOIA.
 - The failure by a party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not constitute a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.
 - This Agreement and any documents referred to therein constitute the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them.

- Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy (other than for breach of contract) in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.
- The validity, construction and performance of this Agreement (and any claim, dispute or matter arising under or in connection with it or its enforceability) and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales exclusively.
- This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which will be an original but all of which together will constitute one and the same instrument.
- This Agreement has been executed and delivered by or on behalf of the parties on the latest date of signature.

Annex 3: Statement of Compliance

I confirm that I have read, understood and accept responsibility for complying with CIR's standards of professionalism, effectiveness, integrity and ethics as set out in the following policy documents:

- Code of Conduct
- Equality Policy
- Safeguarding Policy
- Fraud, Bribery and Anti-Corruption Policy
- Data Protection, GDPR and Information Security
- Whistleblowing Policy

As well as the relevant sections of CIR's Finance and HR Handbook in relation to:

- Expenses
- Bullying and Harassment
- Conflict of Interest

[SIGNATURE] Nina Jankowicz
 [NAME]
 [DATE] 29/09/2022



Annex 4: Declaration of Interest Form

This form should describe the nature of applicable outside interests and to the extent applicable how it creates (or could create) a conflict of interest, or perception of a conflict of interest between the interests of CIR on the one hand, and personal, professional and business interests of the Consultant on the other.

Category	Please give details of the interest and whether it applies to yourself or, where appropriate, a member of your immediate family, connected persons or some other close personal connection
Current employment and any previous employment in which you continue to have a financial interest	n/a
Appointments (voluntary or otherwise) e.g. trusteeships, directorships, local authority membership, tribunals etc	n/a

Membership of any professional bodies			
Investments in unlisted companies, partnerships and other forms of business, major shareholdings	n/a		
Any other conflicts that are not covered by the above	n/a		
Any current or previous Crown employment within the last two years	Please provide proof of compliance with HMG Business Appointment Rules if required n/a		
Please list any other assignments that you will be working on whilst contracted with CIR	Names of Assignment	Client	Dates
	Own speaking/writing engagements, eg book promotion		

I, the Consultant, hereby certify that the information above is true and complete to the best of my knowledge. In the event of any material change on new interests I will update the form as appropriate and notify the Project Director

NAME: Nina Jankowicz

SIGNED:

DATE:

29/09/2022

I, the Project Director or nominated substitute, have reviewed the Conflicts of Interest recorded above. The following mitigating actions have been agreed in writing with The Registrant as follows:

I hereby certify that the information above is true and complete to the best of my knowledge

NAME: Ross Burley

SIGNED:

DATE:

29/09/2022